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NOTES OF CASES.

FORGERY—SUBJECT.—An instrument in the following form—"Mr. Sage: Please let this boy have a single rig—a good one—and oblige. I will bring it back myself. [Signed] George Clinger," is held in *Hickson v. State* (Neb.), 54 L. R. A. 327, to be the subject of forgery.

EVIDENCE—INCRIMINATING ANSWER.—A witness may not refuse to answer questions put to him in taking his deposition before a master on the ground that such answers would criminate him, when the questions do not show that such a result would be possible. *Rosendale v. McNulty* (R. I.), 50 Atl. 850.

EQUITY—REFORMATION OF INSTRUMENTS.—A chancellor invariably refuses to reform a written instrument on the testimony of a single witness. No conjectural hardship from failure to reform can condone the reformation of a contract upon vague and uncertain evidence. *In Re Sutch's Estate* (Pa.), 50 Atl. 943.

DIVORCE—ALIMONY—FINAL DECREE.—That a judgement for alimony in a divorce proceeding is subject to alteration from time to time by the court which rendered it is held in *Trowbridge v. Spinning* (Wash.), 54 L. R. A. 204, not to prevent its being a final decree which may be enforced in the courts of another State.

NEGLIGENCE—DRUGGISTS' PRESCRIPTION.—Negligence in putting up a prescription is held in *Burgess v. Sims Drug Co.* (Iowa), 54 L. R. A. 364, to render a druggist liable for injuries caused thereby, although the negligence is that of a registered pharmacist employed by him, which class alone is allowed by statute to fill prescriptions.

LIFE INSURANCE—WARRANTY—AGE.—If the age of an applicant be not as given in the application, it is immaterial whether it was intentionally and wilfully false. If it was, as a matter of fact, false, there is a breach of warranty. *Dinan v. Supreme Council &c.* (Pa.), 50 Atl. 999. See alteration of this harsh rule by Virginia Statute, Acts 1899-1900, p. 550.

PARTNERSHIP—DIVISION OF PROFITS.—In the absence of any agreement between parties, the presumption is that the profits are to be divided equally and not in proportion to their respective contributions to the capital. *Broadfoot v. Fraser* (Vt.), 50 Atl. 1054. Citing *Lindley on Partnership*, *348, *349; *Paul v. Culum*, 132 U. S. 539; *Peacock v. Peacock*, 16 Ves. 49, 19 Eng. Rul. Cas. 549.

STATUTE OF LIMITATIONS—NON-RESIDENCE OF DEFENDANT.—In case a defendant, once resident of the State, departs and resides out of it before a personal judgment against him, the time of his residence abroad is held in *Hogg v. Hartley* (W. Va.), 54 L. R. A. 215, not to excuse the judgment from the statute of limitations, although he was a resident when the cause of action on which the judgment rests arose or accrued.